

October 16, 2002

Ms. Lynda L. Dorr
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of an Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a/ Ameritech Wisconsin, and B&S Telecom, Inc., which adds rates associated with reference rater to the Wisconsin Pricing Schedule.

Dear Ms. Dorr:

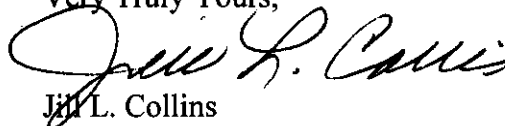
Wisconsin Bell, Inc. hereby requests approval pursuant to 47 U.S.C. 252, of the enclosed Amendment to the Interconnection Agreement between Wisconsin Bell, Inc. B&S Telecom, Inc.

I have been authorized by B&S Telecom, Inc. to submit for Commission approval, pursuant to 47 U.S.C. s. 252(e), the enclosed Amendment adding rates associated with reference rater to the Wisconsin Pricing Schedule.

I hereby certify that a copy of this filing has been served on:

B&S Telecom, Inc.
Larry R. Stunbenrauch, CEO
5 Locust Avenue
Lansing, MI 48911
Tel: 248-623-9500
by first class mail on October 16, 2002

Very Truly Yours,


Jill L. Collins

EXECUTIVE SUMMARY

AMENDMENT

FOR

B&S TELECOM, INC. ILLINOIS AND WISCONSIN

B&S Telecom, Inc. has signed an Amendment to add rates associated with reference rates language to their Interconnection Agreement for the states of Illinois and Wisconsin.

Dale Ward 214/464-8330 of Contract Pricing provided the Illinois Pricing Schedule.

Deneki Thompson Heard 214/464-2278 provided the Wisconsin Pricing Schedule.

Contact Information for B&S is as follows:

Larry R. Stunbenrauch
CEO
5 Locust Lane
Lansing, MI 48911
Phone: 248/623-9500
Fax: 248/623-1977

Tina Ashley 312/335-6573 is the Account Manager for B&S Telecom, Inc.

PREPARED BY D'ANNA STURDIVANT 214/464-2331.

AMENDMENT

to the

INTERCONNECTION AGREEMENT –ILLINOIS, WISCONSIN

by and between

ILLINOIS BELL TELEPHONE COMPANY
WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN

AND

B&S TELECOM, INC.

The Interconnection Agreement (“the Agreement”) by and between Illinois Bell Telephone Company/Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (“SBC”) and B&S Telecom, Inc. (“CLEC”) is hereby amended as follows:

1.0 AMENDMENTS TO THE AGREEMENT

- 1.1 Add rates associated with Reference Rater to the Illinois Pricing Schedule (See Attachment A).**
- 1.2 Add rates associated with Reference Rater to the Wisconsin Pricing Schedule (See Attachment B).**

2.0 MISCELLANEOUS

- 2.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.**
- 2.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.**
- 2.3 This Amendment shall be filed with and subject to approval by the Illinois Commerce Commission (IL-CC) and the Public Service Commission of Wisconsin (PSC-WI).**
- 2.4 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its**

rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In addition to fully reserving its other rights, SBC reserves its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions in the Agreement and to adopt on a date specified by SBC the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 4th day of October, 2002, by SBC, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

B&S Telecom, Inc.

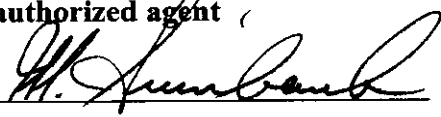
By: 

Title: Chairman

Name: Sam Anwar
(Print or Type)

Date: 9-4-02

**Illinois Bell Telephone Company
Wisconsin Bell, Inc. d/b/a
Ameritech Wisconsin
by SBC Telecommunications, Inc.,
its authorized agent**

By: 

for Title: President - Industry Markets

Name: Mike Auinbaub
(Print or Type)

Date: 10-4-02

ATTACHMENT A

TBD - To be determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 Rates
 05/14/02

APPENDIX PRICING
 AMERITECH/B and S Telecom, Inc.

ILLINOIS	AIT Generic Rates			
<u>UNBUNDLED NETWORK ELEMENTS</u>	AIT RECURRING	AIT NON-REC.		
<u>OTHER</u>				
Directory Assistance				
Directory Assistance, per occurrence	\$ 0.30	NA	NA	
Directory Assistance Call Completion (DACC)	\$ 0.15	NA	NA	
Directory Assistance/National Directory Assistance, per occurrence	\$ 0.35	NA	NA	
Branding - Other - Initial/Subsequent Load		\$ 1,800.00	NA	
- per call	\$ 0.025			
Branding - Facility Based - Initial/Subsequent Load				
- Branding, per trunk group	NA	\$ 800.00	NA	
Directory Assistance - Facilities Based Rate Reference - Initial Load	NA	\$ 2,200.00	NA	
Directory Assistance - Facilities Based Rate Reference - Subsequent Rate Load or Reference Load	NA	\$ 1,000.00	NA	
Operator Services				
Fully Automated Call Processing, per occurrence	\$ 0.15	NA	NA	
Operator Assisted Call Processing, per work second	\$ 0.02	NA	NA	
Branding - Other - Initial/Subsequent Load		\$ 1,800.00	NA	
- per call	\$ 0.025			
Branding - Facility Based - Initial/Subsequent Load				
- Branding, per trunk group	NA	\$ 800.00	NA	
Operator Services - Facilities Based Rate Reference - Initial Load	NA	\$ 2,200.00	NA	
Operator Services - Facilities Based Rate Reference - Subsequent Rate Load or Reference Load	NA	\$ 1,000.00	NA	

ATTACHMENT B

TBD - To be determined
 NRO - Nonrecurring only
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 Rates
 08/02/02

APPENDIX PRICING
 AMERITECH and S Telecom, Inc.

	AIT Generic Rates		AIT NON-REC.	
WISCONSIN	AIT RECURRING			
	Monthly			
UNBUNDLED NETWORK ELEMENTS				
OTHER				
Directory Assistance				
Directory Assistance, per occurrence	\$ 0.30		NA	NA
Directory Assistance Call Completion (DACC)	\$ 0.15		NA	NA
Directory Assistance/National Directory Assistance, per occurrence	\$ 0.35		NA	NA
Branding - Other - Initial/Subsequent Load			\$ 1,000.00	
- per call	\$ 0.025			
Branding - Facility Based - Initial/Subsequent Load				
- Branding, per trunk group	NA		\$ 800.00	NA
Directory Assistance - Facilities Based Rate Reference - Initial Load	NA		\$ 2,200.00	NA
Directory Assistance - Facilities Based Rate Reference - Subsequent Rate Load or Reference Load	NA		\$ 1,000.00	NA
Operator Services				
Fully Automated Call Processing, per occurrence	\$ 0.15		NA	NA
Operator Assisted Call Processing, per work second	\$ 0.02		NA	NA
Branding - Other - Initial/Subsequent Load			1,800.00	
- per call	\$ 0.025			
Branding - Facility Based - Initial/Subsequent Load				
- Branding, per trunk group	NA		\$ 800.00	NA
Operator Services - Facilities Based Rate Reference - Initial Load	NA		\$ 2,200.00	NA
Operator Services - Facilities Based Rate Reference - Subsequent Rate Load or Reference Load	NA		\$ 1,000.00	NA
* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.				
RESALE				
	RECURRING		NON-RECURRING	
DIRECTORY ASSISTANCE SERVICES				
Directory Assistance Services	15.00%		15.00%	
Local Operator Assistance Service	15.00%		15.00%	
DIRECTORY ASSISTANCE SERVICES				
Directory Assistance Services	15.00%		15.00%	
Local Operator Assistance Service	15.00%		15.00%	